

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Parks and Lands Division

DATE: July 6, 2021

REQUESTED ACTION: Authorize the County Manager to sign a Class IV Work Crew Master Agreement (K12465) with the Washington State Department of Corrections to provide offender work crew services to supplement Vegetation Management activities in Clark County.

 X Consent Hearing County Manager

BACKGROUND

Vegetation Management has a longstanding partnership with the Washington State Department of Corrections, or DOC, for the use of offender work crews to support its regulatory services, especially during peak loads. The previous agreement with DOC recently expired, and this request is to authorize a new agreement through June 1, 2023.

Under the supervision of DOC, crews will provide vegetation management activities such as pulling noxious weeds along county roads. All costs associated with this agreement are reimbursed to the general fund from other funds, such as the road fund or conservation futures.

COUNCIL POLICY IMPLICATIONS

Council initially authorized the use of Department of Corrections work crews in 2016. Since then, crews have been used on a variety of projects to control noxious weeds on county property and right-of-way.

ADMINISTRATIVE POLICY IMPLICATIONS

Budget for these services is included in Vegetation Management's adopted 2021 budget, and are estimated at \$5,000 annually.

COMMUNITY OUTREACH

All work associated with this agreement is for ongoing projects that have regular public outreach. No additional community outreach is required.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$5,000 annually
Grant Fund Dollar Amount	N/A
Account	General Fund - 0001
Company Name	Washington State Department of Corrections

DISTRIBUTION:

Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>

ATTACHMENTS: (1) Class IV Work Crew Master Agreement (K12465); (2) Class IV Work Crew Master Agreement – Expired (K11155)

Galina Burley

Galina Burley, MPA
Parks & Lands Division Manager

Ahmad Qayoumi

Ahmad Qayoumi, PE
Public Works Director/County Engineer

Eva Haney

Eva Haney, CGFM
Finance Division Manager

Primary Staff Contact: Kevin Tyler, Ext. 4258

APPROVED: *Eric J. O'Brien*
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: *July 6, 2021*

SR# *118-21*



Class IV Work Crew Master Agreement
Between
THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS
And
CLARK COUNTY

This Master Contract Agreement is entered into by and between the Washington State Department of Corrections, hereinafter referred to as DOC and Clark County, located at 1300 Franklin St, Vancouver, WA 98660, hereinafter referred to as the 'RECIPIENT OF THE SERVICES' or 'RECIPIENT'. Legal authority for this Master Contract Agreement is pursuant to RCW 72.09.100 and Chapter 137-80 WAC.

Incarcerated Individuals, also known as 'Workers', who provide services under this Agreement reside in a DOC prison and are under the jurisdiction of the Washington State Department of Corrections.

1. PURPOSE

The purpose of this Agreement is to provide the master terms and conditions between the Parties for Incarcerated Individuals to provide work crew services to the RECIPIENT. Eligibility to receive services is defined in WAC 137-80. No public employees will be displaced as a result of this Agreement.

Upon execution of this Master Agreement, the terms and conditions contained in this Master Agreement will replace and terminate any previous Work Crew Agreement and Work Project Descriptions between the Parties. For this Master Agreement to be valid it must be signed by the DOC Contracts Administrator or designee on behalf of DOC.

2. WORK PROJECT DESCRIPTIONS

Work crew projects are limited to those that can be properly supervised as determined by the Superintendent of the Institution or designee and the RECIPIENT's Contract Manager. Each project is subject to careful review for custody and security requirements. Each distinct project requires a separate Work Project Description that is signed by both Parties to this Agreement. [See Attachment A] The Work Project Description will detail the work to be done, the cost to the RECIPIENT and other specifics of the particular project.

The Institution Superintendent or designee is authorized to sign Work Project Descriptions on behalf of DOC. The RECIPIENT's Contract Manager is authorized to sign the Work Project Description. A Work Project Description may be valid for up to one year but must end prior to, or on the same date as, this Master Contract Agreement. All services provided under each signed Work Project Description shall be performed pursuant to the terms of this Master Agreement.

3. TERM

The term of this Master Agreement shall begin June 01, 2021 and continue through June 01, 2023, unless terminated sooner as provided for herein.

4. BILLING and PAYMENT

In consideration of the services provided hereunder, payment to DOC will be as follows:

- A. DOC will invoice the RECIPIENT for payment by the 20th of the month following each month in which Incarcerated Individuals' services were provided. Invoices for payment will include all direct and indirect charges payable to DOC by the RECIPIENT that were negotiated between the Parties.

- B. Payment by the RECIPIENT, will be due to the DOC address indicated below within 30 calendar days of the date of the invoice. This DOC Master Agreement number and the location of the project for which payment is made must be included with each payment.
- C. DOC will pay the Department of Labor and Industries (L&I) all workers' compensation premiums due under Title 51 RCW for workers providing services under this Agreement.
 - 1) Recipients must pay DOC for all such workers' compensation premiums under Title 51 RCW.
 - 2) Each calendar year quarter DOC will report to L&I the total number of Incarcerated Individuals' hours worked for the RECIPIENT under this Agreement during the previous quarter, and pay the total cost due for workers' compensation coverage directly to L&I for those hours.
- D. Addresses to use for Billing and Payment.
 - 1) **Billing** - Invoices for payment will be mailed to the address provided by the RECIPIENT:
Clark County Public Works
Attn: Kevin Tyler, Lands Manager
P.O. Box 9810
Vancouver, WA 98660
 - 2) **Payment**
 - a. **State Agencies Only** - will pay using the following statewide vendor number:
SWV0003872-01 [IAP Payment - DOC General Account]
 - b. **All Other RECIPIENTS** - will send payment to the address provided by the DOC
Community Corrections location from which services were provided.

5. TERMINATION

When in its own best interest, either party may terminate this Agreement, in whole or in part, upon 30 days' written notice to the other party, beginning on the second day after mailing such notice. If this Agreement is so terminated each of the Parties shall be liable only in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

6. SELECTION OF INCARCERATED INDIVIDUALS

The Institution will select the Individuals for each work crew. Selection criteria will conform to DOC Policy 700.000, WORK PROGRAMS IN PRISONS, DIRECTIVE III, Eligibility and Selection, as now written or hereafter revised.

7. HAZARD ASSESSMENT AND MITIGATION

- A. In accordance with the DOC Office of Risk Management, work generally considered to be dangerous or hazardous may not be performed by Incarcerated Individuals. (*See Attachment C, Prohibited Work*)
- B. Before Incarcerated Individuals provide services at any new and distinct project location, the RECIPIENT and DOC will jointly perform a written hazard, safety and security assessment.
- C. The Assessment must be performed in accordance with WAC 296-800-160 (*See Attachment D, Sample Job Safety Analysis Worksheet*).
- D. After the Assessment DOC may 1) agree to the specialized PPE that the RECIPIENT will provide to workers to mitigate the effects of identified hazard(s); 2) request that the RECIPIENT remove or otherwise

mitigate some or all of the hazards before workers perform the contracted work; or 3) withdraw from the project.

- E. The RECIPIENT will inform DOC promptly, in writing, if hazardous conditions or materials are found at the project site. If hazardous conditions or materials are discovered while Incarcerated Individuals are working at RECIPIENT's site, then work will be suspended immediately and RECIPIENT will make appropriate regulatory notifications and request further assessment.

8. TOOLS, EQUIPMENT AND SUPPLIES

Aside from the basic work attire, PPE, and SSE provided per DOC policy, the specific tools, equipment and supplies necessary for each project, and the party to the Agreement responsible for providing each item, will be designated in the Work Project Description and JSA for that project.

9. TRAINING

- A. The RECIPIENT will train Incarcerated Individuals regarding the work to perform as well as any safety requirements specific to the project site and in the use of any specialized equipment.
- B. For work performed in one static location, RECIPIENT will provide project and site specific safety, equipment, and PPE training as well as instruction in the use of any specialized equipment. The RECIPIENT will provide such training and instruction on the first day of each new project and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.
- C. For the same types of Level one or Level two work performed at successive locations, the RECIPIENT must provide the required training and instruction, described in Section 9(B) above, on the first day of work and again if and whenever the work changes to involve tasks or equipment for which the RECIPIENT has not trained the workers.
- D. The RECIPIENT will ensure that all safety training is in compliance with all applicable laws and regulations including, but not limited to, Division of Occupational Safety and Health (DOSH) regulations and the Washington Industrial Safety and Health Act (WISHA).
- E. Training provided by RECIPIENT can be in a variety of forms including, but not limited to, video, audio, electronic, Power Point, or/and printed instruction with illustrations. RECIPIENT provided training may be administered by DOC but source material shall be provided by the RECIPIENT. DOC has the sole discretion to supplement training provided by the RECIPIENT.

10. CONTRACT MANAGEMENT

The contract manager(s) for each of the Parties shall be responsible for and shall be the contact person(s) for all communications regarding the performance of this Agreement. Either party may, with written notice to the other, designate different contact persons.

RECIPIENT: Kevin Tyler, Lands Manager, 564-397-4258, Kevin.Tyler@clark.wa.gov

DOC: Mark Francis, Contract Manager, 360-260-6300, mlfrancis@doc1.wa.gov

11. SUPERVISION & TRANSPORTATION

- A. The Work: Work level definitions are found in the *Class IV Project Matrix*, attached hereto and incorporated by reference as *Attachment B*. The following are supervision requirements pertaining to the Work Project Levels:

- 1) For Level 1 and 2 Work Projects:

DOC will supervise the work performed, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

2) For Level 3 Work Projects:

RECIPIENT will supervise the work performed by Incarcerated Individuals, in conformance with training provided by RECIPIENT in accordance with Section 9 above, and maintain daily oversight of the project until completed.

- B. Security: For all work project levels, a Correctional Officer will be present at all times to provide for the security and custody of Incarcerated Individuals and the safety of the public at large.
- C. On-Site Illness/Accidents: A first aid qualified Correctional Officer will be present at the worksite at all times. In the event of DOC Individual illness or injury, DOC will provide the appropriate first aid. If necessary, and as available, emergency medical assistance will be called, or the Individual will be transported to the nearest medical facility for treatment.

1) Expenses:

- a) Illness. DOC will pay all expenses related to treatment of DOC Individual illness.
 - b) Injury. The cost of treatment provided to Incarcerated Individuals beyond first aid for any and all work related injuries will be paid in accordance with Title 51 RCW.
 - c) The DOC's L&I Account Number, 439,048-35, will be the account number used by Incarcerated Individuals, DOC and medical providers when reporting Incarcerated Individuals' work related injury.
- D. Transportation: DOC has sole responsibility to transport of Incarcerated Individuals to and from the work project site.

12. PUBLIC RELATIONS

Neither party shall arrange for media coverage without the consent of the other party, nor shall either party release information to the media without the consent of the other party. This includes, but is not limited to any reference in print, television, audio, video, and social media without the consent of the other party.

13. WORK PRODUCT and PERFORMANCE

Washington State and DOC, including its agents and/or employees:

- A. Are not responsible for, and do not guarantee, the quality of the work performed or products produced by Incarcerated Individuals on work crews;
- B. Shall not be required to pay other workers to re-do or repair the work performed by the Incarcerated Individuals; and
- C. Are not responsible for damages to third parties resulting from the work performed or products produced by Incarcerated Individuals on work crews.
- D. The RECIPIENT will pay all costs agreed to for services rendered under this Agreement, regardless of the quality of the work performed or products produced by the workers.

14. INDEMNIFICATION

- A. RECIPIENT, its agents, and/or employees:
 - 1) Are responsible for any damages resulting from the negligence of the RECIPIENT, its agents, and/or employees; and
 - 2) Will indemnify, defend, and hold harmless DOC for claims arising from the negligent acts or omissions of the RECIPIENT, its agents, and/or employees.

B. DOC, its agents, and/or employees:

- 1) Are responsible for damages that arise out of DOC, its agents, and/or employees' negligent security supervision of Incarcerated Individuals.

C. In accordance with the laws of the state of Washington and to the extent permitted by law, if both Parties to this Agreement are negligent and jointly liable, each party will assume responsibility for its own negligent acts or omissions.

15. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing.

16. INSURANCE

- A. RECIPIENT shall maintain insurance coverage in full force and effect during the entire term of this Contract as set out below. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds. All policies shall be primary to any other valid and collectable insurance. RECIPIENT shall instruct the insurers to give the Department 30 days advance notice of any insurance cancellation.
- B. Commercial Form General Liability Insurance (contractual liability included) with minimum limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 for general aggregate. If the insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Contract
- C. Except where further described in this Agreement, RECIPIENT will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the RECIPIENT or their employees for services performed under the terms of this Contract.
- D. Prior to signature by DOC the RECIPIENT must provide the DOC with proof of current insurance for each coverage required under the Contract. Such proof shall be sent to Washington State Department of Corrections, Contracts and Legal Affairs at docclacontracts@doc1.wa.gov Contractor shall immediately notify Contracts and Legal Affairs in the event such policy is terminated, canceled, or modified.

17. PUBLIC BENEFIT NON-PROFIT

In order to utilize work crew services, RECIPIENTS that are non-profits, must be public benefit non-profits, as defined by the federal Internal Revenue Service (IRS). Those that are public benefit non-profits must provide proof to DOC of official IRS designation as a (501)(c) (3) Charitable Organization or a (501)(c) (4) Social Welfare Organization.

The RECIPIENT must provide the DOC Contract Manager listed in Section 10, CONTRACT MANAGEMENT above, with proof of its IRS public benefit non-profit designation.

18. AMENDMENTS AND MODIFICATIONS

Amendments or modifications to this Agreement shall not be binding unless agreed to in writing by the Parties hereto prior to such change or modification. Only the DOC Secretary or designee has the authority to alter, amend, modify, or waive any clause or condition of this Agreement for DOC.

19. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Department.

20. SEVERABILITY

The terms and conditions of this Agreement are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

21. ENTIRE AGREEMENT

This Agreement, including referenced Attachments, represents all the terms and conditions agreed upon by the Parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. As used herein, reference to the Agreement shall include this Master Agreement, fully executed amendments to this Agreement, and any Work Project Descriptions executed and attached hereto.

THIS Agreement, consisting of six (6) pages and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CLARK COUNTY



(Signature)

Kathleen Otto

(Printed Name)

County Manager

(Title)

7-7-21

(Date)

DEPARTMENT OF CORRECTIONS

(Signature)

Debra Eisen

(Printed Name)

Contracts Administrator

(Title)

(Date)

Approved as to Form

By: John C. Dittman, Assistant Attorney General

Date: December 29, 2020

Approved as to Form Only
Anthony F. Golik

Deputy Prosecuting Attorney

William
Richardson

Digitally signed by William Richardson
DN: cn=William Richardson, o=Prosecution
Office, ou=Civil Division,
email=will.richardson@clark.wa.gov, c=US
Date: 2021.06.10 11:24:08 -07'00'

WASHINGTON STATE DEPARTMENT OF CORRECTIONS
Corrections Center
Prisons Division CLASS IV Work Project Description

Contract Number: K_____

RECIPIENT: _____

RECIPIENT is: ☐ Government Entity ☐ State Agency ☐ Public Benefit Nonprofit; Evidence Attached ☐

RECIPIENT Contact: _____ Phone: _____ Email: _____

Department Contact: _____ Phone: _____ Email: _____

Work Project Title: *(describe the work)*

Project Level: ☐ 1 ☐ 2 ☐ 3

Workers will: *(describe the work)*

Number of Workers on crew: *(insert number)*

Project Location: _____

Project Period *(One year maximum)*: _____ through _____

Projected Total Number of Crew Hours, Number of Workers: _____

Minimums for Set Monthly Rate and/or Full or Half Day Rate: _____

Approximate Work Hours: Arrive at _____ a.m. Depart at _____ p.m.

Special Payment Terms. RECIPIENT will pay DOC:

1. Transportation Costs: \$_____ to transport Workers;
2. Other direct and indirect costs \$_____ to include (Administrative Cost, etc.).

PPE, Tools and Equipment Provided by:

RECIPIENT: _____

Specialty PPE, Tools and Equipment Training Provided by RECIPIENT? ☐

DOC: _____

JSA Worksheet completed and attached? ☐

Additional Terms:

NAME OF RECIPIENT

DEPARTMENT OF CORRECTIONS

SAMPLE – DO NOT SIGN

Signature

SAMPLE – DO NOT SIGN

Signature of Superintendent

Title

Institution

Date

Date

Please email a copy of this Work Project Description to docclacontracts@doc1.wa.gov within two (2) calendar days after it is signed by both Parties. THANK-YOU.

CLASS IV PROJECT MATRIX
Department of Corrections
Work Projects & Gratuities

WORK PROJECT TITLE	HOURLY GRATUITY	WORK PROJECTS
LEVEL THREE PROJECTS		
CUTTING FIREWOOD	\$1.50	Labor intensive. Arduous work, difficult terrain and all types of weather. Operating and maintaining tools and equipment such as chainsaws. Handling of fuel for motors. Heavy lifting of timber, logs, rocks, etc. is required.
NOXIOUS WEED REMOVAL	\$1.50	Small infestations may be eradicated mechanically, manually or with a pre-approved herbicide. Methods of mechanical control include pulling, hoeing, mowing, line trimmers, and tillage. Very effective for annual weeds but can be very expensive for large areas when done with hand labor. Hand labor methods are most often used for very small infestations, in environmentally sensitive areas or where difficult terrain or obstructions such as sign posts, guard rails and fences prevent the use of other equipment.
BRUSH CLEARING	\$1.50	Underbrush consists of low growing shrubs, bushes, wild grasses and weeds, examples include scotch broom & blackberries. Clearing brush may expose workers to poison oak, brambles, snakes or other natural hazards. Hand tools such as pruners, clippers, weed eaters and mowers may be used. Work is differentiated from other grounds work by use of heavier equipment including: "brush hogs".
CARPENTRY / CONSTRUCTION	\$1.50	Building, installing, and repairing structures, fixtures, furniture, and other items using different types of materials including wood and steel. Requires working with instructions and schematics from supervisors and utilizing hand and power tools.
STREAM ENHANCEMENT & RESTORATION	\$1.50	Benefits the environment and water quality. Requires use and maintenance of specialized tools and equipment like chainsaws. Requires specialized safety training for terrain and weather conditions, handling of fuel and placement of large rocks to keep stream banks from eroding. Work requires heavy lifting of timber, logs, rocks, etc.
FORKLIFT OPERATION	\$1.25	Forklift operators use machinery to transport various objects at work sites or warehouses, this position requires training and certification prior to independent operation. Due to the nature of the position in working with equipment, this position requires an increased awareness of the surrounding area for safety of persons and property.
WOOD CHIPPING	\$1.25	Workers haul limbs, trunks, branches, and a variety of wood debris to a wood chipper. Workers use the resulting chips in compost mixtures and for landscaping.
LEVEL TWO PROJECTS		

BRIDGE CONSTRUCTION FOR TRAILS	\$1.25	Work is usually in parks and other natural areas where trails and bridges are in need of repair or upgrade. Terrain may be difficult. Work involves taking measurements, laying foundations, digging, building up ground, laying planks for treading and utilizing hand and power tools.
SALMON RESTORATION	\$1.25	Work is normally performed at a fish hatchery and in its ecosystem of pools, ponds, tanks, streams and the surrounding woods/forest environment. Clipping fins is a basic function and is utilized for marking the fish to indicate hatchery origin. Work such as brush clearing, stream restoration, introducing fish by-products into water sources to achieve nutrient enhancement.
TREE PLANTING	\$1.25	Workers transplant tree seedlings, generally for forestry, reclamation or to prevent streambank erosion. Workers carry sacks of seedlings, utilize hand tools and must navigate rough terrain.
TRAIL CONSTRUCTION	\$1.25	Workers use a variety of hand tools to restructure trails and pathways. Work may include trail drainage, surfacing with a variety of materials (i.e., stone, woodchips, boardwalk, etc.), replacing rails, footings, etc. and removing invasive vegetation or fallen trees from trails.
LITTER PICK-UP & RECYCLING	\$1.25	Some heavy lifting is involved (i.e., appliances, furniture, tires, etc.) as is risk from high traffic areas, ditches, sharps such as syringes, glass, metal, etc., waste products and snakes.
MECHANICAL	\$1.25	Work class is unique in that the individual possesses and uses the necessary skills to perform limited maintenance on mechanical equipment routinely used in the performance of regular duties.
SAND BAGGING	\$1.25	Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
CLEANING RETENTION PONDS	\$1.25	Crews use hand tools, such as rakes and nets, to remove unwanted vegetation and litter from ponds. Crews also dispose of the debris collected.
LEVEL ONE PROJECTS		
SANDING / SALTING	\$1.00	Crews spread sand and salt on slick/icy surfaces to prevent accidents. Lifting and carrying heavy bags, drums and containers is required. Shovels are used in large areas. Workers fill burlap or nylon bags with 40-50 pounds of sand and place them as barriers to prevent further erosion on stream banks and to protect homes and structures from flood events.
LANDSCAPING	\$1.00	Primarily for re-forestation. Developing or enhancing an area by adding trees, plants or other features. Use of hand and power tools is required. Worker knowledge, skill and experience are critical.
TRUCKS – LOAD/UNLOAD	\$1.00	Workers unload various trucks and pallets. Work requires the ability to work long hours on their feet while repetitively loading and unloading boxes, bags, or misc. items. Work requires little specific training or direction.
GENERAL LABOR	\$1.00	Miscellaneous labor not otherwise categorized. Most tasks require no formal training.

Washington State Department of Corrections
Statewide Safety Program



PROHIBITED WORK

May **NOT** Be Performed By Incarcerated Individuals (Workers)

1. Work requiring the use of a respirator, the exception is a dust mask. Respirators are anything regulated by the National Institute for Occupational Safety and Health (NIOSH), such as an N-95 particle mask, half mask, full face, PAPR or a supplied air respirator.
2. Work involving explosives, including fireworks.
3. Work where there is exposure to X-ray or radioactive isotopes.
4. Work with electrical wires, performing electrical work, working with energized lines, or within 10 feet of an exposed and energized line.
5. Demolition or any other work where there is known or suspected asbestos-containing material, i.e. boats, ships and buildings constructed before 1980.
6. Demolition of boats and ships or any structure which would require work in confined spaces.
7. Work on structures on or over water such as docks and piers.
8. Work requiring the use of hazardous chemicals, i.e. pesticides and herbicides, unless the local government-non-profit agency has certified to the Department that it is in compliance with WAC 296-307-13025 and WAC 296-800-170.
9. Work at any location where there is known or suspected hazardous materials or environmental hazards, i.e. PCBs.
10. Work handling or picking up needles, razor blades, or other sharp objects.
11. Logging or timbering activities, with the exception of Department of Natural Resources work crews and supervised wood cutting/splitting.
12. Work in homeless encampments and/or tent cities, whether populated or not.
13. Workers will not be utilized for crowd control and moving individuals' personal properties

I certify that I performed a hazard assessment, using this form, of the above-named work site. This document constitutes my findings and certification of this hazard assessment. I understand that this document facilitates compliance with the hazard assessment requirements of WAC 296-800-160.

RECIPIENT JSA Contact

Department JSA Contact

(Signature) _____ Date _____
(Printed Name) _____ Title _____

(Signature) _____ Date _____
(Printed Name) _____ Title _____

Instructions: Please use this form ***"as is"*** to identify hazards, the ways to eliminate or control them, and what PPE to use to mitigate them.

Elements/Activities: Consider all Elements/Activities that are needed to accomplish the specific work project. List each one in Column One.

Tasks: In the Task column list the tasks that are necessary to accomplish each element.

Example: "operating a table saw" would be an element and "installing a blade" and/or "ripping" would each be separate tasks

Hazards: Note any condition at the project site or with the project itself that could potentially cause occupational injury, death, or disease. [At this point, assume that workers are not wearing or otherwise using personal protective equipment. You may choose to detail injuries that could result from each hazard.]

Examples of hazards include: working at heights, slippery surfaces, exposed moving machinery parts, fire, explosion, noise, electricity, emissions, chemicals, low oxygen, repetitive tasks, heavy lifting, and exposure to infectious blood borne pathogens.

Examples of how injuries could occur: work at heights = falls, broken bones, paralysis, or death; noise exposure = permanent and severe ringing in the ears and/or hearing loss; exposure to chemicals = skin damage and blindness; and working in low oxygen areas = suffocation, unconsciousness and even death.

Controls: Note how you will eliminate or minimize the hazard before using PPE.

Examples of controls include: Using a safer tool, equipment, or chemical, adding safeguards to machinery, using safer work practices, using local exhaust ventilation for emissions, and enclosing noisy equipment or moving workers away from such equipment to reduce exposure levels.

Personal Protective Equipment (PPE): Detail the specific PPE that is needed to protect against each hazard that cannot be eliminated or minimized with controls.

Distribution: ORIGINAL: DOC Work Unit Supervisor

COPIES: 1) RECIPIENT Contact; 2) Facility or CCD Safety Officer; and 3) Attached to CMS contract record by DOC Contract Manager.

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Parks & Lands Division

DATE: June 19, 2020

REQUESTED ACTION: Approve an amendment to the Class IV Work Crew Master Agreement (K11155) with the Washington State Department of Corrections to provide offender work crew services to supplement Vegetation Management activities on Public Works projects in Clark County.

☐ Consent ☐ Hearing ☒ County Manager

BACKGROUND

On January 26, 2016, the Clark County Council authorized the County Manager to sign the Class IV Work Crew Master Agreement with the Washington State Department of Corrections to provide work crews to supplement Vegetation Management's work on Public Works projects in Clark County.

The term of this agreement originally expired on November 19, 2019. The agreement outlines provisions for extending the term by mutual agreement by both parties. This request asks the county manager to sign an amendment extending the agreement until December 30, 2020. Budget for these services is included in Vegetation Management's adopted 2020 budget.

COUNCIL POLICY IMPLICATIONS

Council authorized the use of Department of Corrections work crews in 2016. These crews have been used on a variety of projects to control noxious weeds on county property and within county right-of-way.

ADMINISTRATIVE POLICY IMPLICATIONS

Budget for these services is included in Vegetation Management's adopted 2020 budget.

COMMUNITY OUTREACH

All work associated with this agreement will be for ongoing projects that have regular public outreach. No additional community outreach is proposed.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$5,000
Grant Fund Dollar Amount	N/A
Account	General Fund
Company Name	Washington State Department of Corrections

ATTACHMENTS: (1) Amendment to the Class IV Work Crew Master Agreement No. K11155; and (2) Staff Report #015-16 for reference

Galina Burley

Galina Burley, MPA
Parks & Lands Division Manager

Ahmad Qayoumi
Ahmad Qayoumi, PE
Public Works Director/County Engineer

Eva Haney

Eva Haney, CGFM
Finance Division Manager

Primary Staff Contact: Kevin Tyler, Ext. 4258

APPROVED: *Kathleen Otto*

Kathleen Otto, County Manager

DATE: *6/30/2020*



State of Washington
Department of Corrections

Contract No. K11155
Amendment No. 1

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "DOC," and Clark County, hereinafter referred to as "Recipient," for the purpose of amending the above-referenced Master Agreement, heretofore entered into between DOC and the Recipient.

WHEREAS the purpose of this Amendment is to extend the term of the Master Agreement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the DOC and Recipient agree as follows:

3. TERM

The term of this Master Agreement shall begin on January 1, 2016 and continue through ~~((November 30, 2019))~~ December 31, 2020, unless terminated sooner as provided herein.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this Amendment is December 1, 2019.

THIS AMENDMENT, consisting of one (1) page is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

CLARK COUNTY

Kathleen Otto
(Signature)
Kathleen Otto
(Printed Name)
Interim County Manager
(Title)
6/30/2020
(Date)

DEPARTMENT OF CORRECTIONS

Debra J. Eisen
(Signature)
Debra J. Eisen
(Printed Name)
Contracts Administrator
(Title)
July 4, 2020
(Date)

Approved as to Form: This Amendment format was approved by the office of the Attorney General.
Approval on file.

Approved as to Form Only:
Anthony F. Golick

Bill Richardson
By
William Richardson
Deputy Prosecuting Attorney

CLARK COUNTY STAFF REPORT

DEPARTMENT: Environmental Services\Resource Enhancement & Permitting\Vegetation Management

DATE: January 26, 2016

REQUESTED ACTION: Authorize the County Manager to sign the Class IV Work Crew Master Agreement with the Washington State Department of Corrections to provide offender work crew services to supplement Vegetation Management activities on Environmental Services and Public Works projects in Clark County.

☒ Consent

☐ Hearing

☐ County Manager

BACKGROUND

Each year the Department of Environmental Services (DES) hires temporary employees to complete noxious weed control work on county lands including Camp Bonneville, Legacy Lands, and Public Works mitigation sites. Environmental Services intends to augment this labor effort through the use of Department of Corrections (DOC) offender work crews. Under supervision of DOC, the crews will provide vegetation management activities and maintenance of restoration and/or mitigation plantings. Environmental Services will reimburse DOC for the work provided.

COUNCIL POLICY IMPLICATIONS

This action does not propose a new policy, change in policy, or refinement of an existing policy. The action does confirm an existing policy. The county routinely seeks innovative methods for maximizing efficiency while attempting to reduce expenses. Using the DOC crews will help to accomplish this policy directive.

ADMINISTRATIVE POLICY IMPLICATIONS

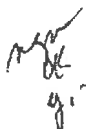
See Council Policy Implications above. This action does not propose a new policy, change in policy, or refinement of an existing policy, but does confirm an existing policy.

COMMUNITY OUTREACH

All work associated with this agreement will be for ongoing projects that have gone through individual public processes prior to initial implementation. No additional community outreach is proposed.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.



BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The request is to authorize the County Manager to sign the Class IV Work Crew Master Agreement with the Washington State Department of Corrections to provide offender work crew services to supplement Vegetation Management activities on Environmental Services and Public Works projects in Clark County. Agreed services will be determined on a project by project basis, but will not exceed the amount authorized for professional services in the Vegetation Management budget for 2015-2016.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 – General Fund	25,000	25,000	50,000	50,000	50,000	50,000
Total	25,000	25,000	50,000	50,000	50,000	50,000

II. A – Describe the type of revenue (grant, fees, etc.)

Costs associated with the agreement will be reimbursed to Environmental Services in the same manner as temporary staffing on projects funded by the Road Fund, Conservation Futures, Clean Water, and Camp Bonneville Forestry Fund.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001 – General Fund		25,000	25,000	50,000	50,000	50,000	50,000
Total		25,000	25,000	50,000	50,000	50,000	50,000

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual	25,000	25,000	50,000	50,000	50,000	50,000
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	25,000	25,000	50,000	50,000	50,000	50,000

BUDGET DETAILS


Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$38,650
Account	General fund
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

Attachments

Budget Impact Statement; DOC Master Agreement



Don Benton
Environmental Services Director



Kevin Tyler
Division Manager

APPROVED: 

Marc Boldt, Chair
Clark County Board of Councilors

DATE: Jun. 26, 2016
SR 015-16

APPROVED: _____
Marc McCauley
Acting County Manager

SR #: _____

WA State Department of Corrections Work Crew Agreement

Clark County Public Works

July 6, 2021



Key Points:

- Vegetation Management has a longstanding partnership with the Washington State Department of Corrections (DOC) for the use of offender work crews
- DOC crews will provide vegetation management activities such as pulling noxious weeds along county roads
- All costs associated with this agreement are reimbursed to the general fund from other funds such as the road fund or conservation futures



Requested Action:

- Council authorize County Manager to sign a new agreement with WA Department of Corrections
- The new agreement extends through June 1, 2023

